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Will Lowry was convicted of violating prohibition law, and he brings error. Affirmed.

The indictment in this case is for violation of the prohibition law, and is in the omnibus form prescribed by chapter 388 of the Acts of 1918. There was a trial by jury and a verdict and judgment accordingly, finding the accused guilty and fixing his punishment at six months in jail and a fine of \$500.

*Daniel Coleman*, of Norfolk, for plaintiff in error.

*Ino. R. Saunders, Atty. Gen.*, and *J. D. Hank, Jr., Asst. Atty. Gen.*, for the State.

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ROBERTS *v.* ALEXANDRIA WATER CO.

Jan. 19, 1922.

[110 S. E. 261.]

**1. Waters and Water Courses (§ 156 (7)\*)—No Right to Tap Water Main under Water Company's Grant of Right to Take Water from Millrace.**—A water company's grant to the one from whom it acquired the water supply of right to take water from the millrace gives no right to take water from the company's water main at a point some distance from the millrace.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 679.]

**2. Waters and Water Courses (§ 157\*)—Permission to Tap Water Main Considered a Revocable License.**—Permission by water company to officers thereof, from whom it had acquired the water supply, and to whom it had granted right to take water from the millrace, to tap its water main will, in the absence of further showing, not be considered a grant of additional rights or a construction of the prior grant, but a bare privilege or revocable license.

[Ed. Note.—For other cases, see 11 Va.-W. Va. Enc. Dig. 374.]

Appeal from Circuit Court of City of Alexandria.

Suit by Edmund Hunt Roberts against the Alexandria Water Company for injunction. Bill dismissed, and complainant appeals. Affirmed.

*Jas. R. & H. B. Caton*, of Alexandria, for appellant.

*Gardner L. Boothe*, of Alexandria, for appellee.

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HUBARD & APPLEBY, Inc. *v.* THACKER et al.

Jan. 19, 1922.

[110 S. E. 263-4.]

**1. Mortgages (§ 292 (2)\*)—Mortgagee's Remedy against Purchaser Assuming Mortgage Is in Equity.**—The remedy of a mortgagee against

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\*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

a purchaser of the property, who assumed the mortgage debt for a deficiency after sale of the property, is by suit in equity, not by action at law, since the assumption of the mortgage debt was solely for the benefit of the mortgagor, and the right of the mortgagee to enforce the assumption agreement is based on the theory of quasi subrogation of the mortgagee to the mortgagor's right to enforce that debt.

[Ed. Note.—For other cases, see 10 Va.-W. Va. Enc. Dig. 102.]

**2. Mortgages (§ 285\*)—Mortgagee's Right to Enforce Assumption of Debt Becomes Fixed by His Acceptance and Notice.**—The right of the mortgagee to enforce the assumptions of the mortgage debt by grantee of the mortgagor becomes fixed when the mortgagee has obtained knowledge of the assumption of the debt, has accepted it, and has acted upon the faith of it, and thereafter the mortgagor cannot release his grantee from such assumption to the prejudice of the mortgagee.

[Ed. Note.—For other cases, see 10 Va.-W. Va. Enc. Dig. 86.]

**3. Mortgages (§ 285\*)—Mortgagee's Right to Enforce Assumption of Debt Held to Have Become Fixed.**—Where an intending purchaser of property, subject to a trust deed which he was to assume, inquired of the holder of the notes as to their amount, and as to the possibility of an extension, to which the holder agreed, and after completing the purchase paid a portion of the principal and interest, and secured a further extension, the holder of the note had acted upon the assumption of the debt by the purchaser, so that its right to hold the purchaser thereon was not defeated by a reconveyance of the property through mesne conveyances to the original grantor, who again assumed the payment of the debt.

[Ed. Note.—For other cases, see 10 Va.-W. Va. Enc. Dig. 86.]

Appeal from Circuit Court of City of Norfolk.

Suit by Hubard & Appleby, Inc., against J. Ernest Thacker and others, to recover the balance due on notes secured by trust deed after the sale of the property. From a decree dismissing the bill, complainant appeals. Reversed, and final decree entered for complainant.

*J. G. Martin*, of Norfolk, for appellant.

*R. B. Spindle, Jr.*, and *T. D. Savage*, both of Norfolk, for appellee.

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#### CROSBY v. COMMONWEALTH.

Jan. 19, 1922.

[110 S. E. 270-1.]

**1. Criminal Law (§ 507 (1\*))—Purchaser an Accomplice of Person Illegally Selling Intoxicating Liquor.**—One who purchases intoxicat-

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\*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.